



WNBC
30 Rockefeller Plaza
New York, NY 10112
(212) 664-4444

www.nbcnewyork.com

CONTRACT

| | | |
|--|--|--|
| <u>Contract / Revision</u> 332418 / | | <u>Alt Order #</u> |
| <u>Product</u> NEW YORK OCT1-OCT7 | | |
| <u>Contract Dates</u> 10/01/12 - 10/07/12 | <u>Estimate #</u> 11695 | |
| <u>Advertiser</u> GILLIBRAND FOR SENATE | | <u>Original Date / Revision</u> 08/28/12 / 08/29/12 |
| <u>Billing Cycle</u> EOM/EOC | <u>Billing Calendar</u> Broadcast | <u>Cash/Trade</u> Cash |
| <u>Station</u> WNBC | <u>Account Executive</u> Tony Chiulli | <u>Sales Office</u> New York Local |
| <u>Special Handling</u> | | |
| <u>Demographic</u> RA1849 | | |
| <u>IDB#</u> | <u>Advertiser Code</u> | <u>Product Code</u> |
| <u>Agency Ref</u> 42650 | | <u>Advertiser Ref</u> 23254 |

And:

MEDIA STRATEGIES & RESEARCH VA
11350 RANDOM HILLS ROAD
SUITE 670
FAIRFAX, VA 22030

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/ Week | Rate | Type | Spots | Amount |
|-------|-------|-------------------|-----------------|-----------------------|----------------|------|--------|-------------------|-------------|------|-------|-------------|
| N 1 | WNBC | 10/01/12 | 10/07/12 | 5-6A TODAY IN NY @ 5A | 5A-6A | | :30 | | | NM | 3 | \$1,500.00 |
| | IP | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/01/12 | 10/07/12 | -111--- | | | | 3 | \$500.00 | | | |
| N 2 | WNBC | 10/01/12 | 10/07/12 | 6-7A TODAY IN NY @ 6A | 6A-7A | | :30 | | | NM | 5 | \$6,000.00 |
| | IP | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/01/12 | 10/07/12 | 1111-- | | | | 5 | \$1,200.00 | | | |
| N 3 | WNBC | 10/01/12 | 10/07/12 | 7-9A TODAY SHOW | 7A-9A | | :30 | | | NM | 8 | \$17,600.00 |
| | IP | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/01/12 | 10/07/12 | 2121-- | | | | 8 | \$2,200.00 | | | |
| N 4 | WNBC | 10/01/12 | 10/07/12 | 7-830A SUN TINY @7A | 7A-830A | | :30 | | | NM | 1 | \$800.00 |
| | IP | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/01/12 | 10/07/12 | -----1 | | | | 1 | \$800.00 | | | |
| N 5 | WNBC | 10/01/12 | 10/07/12 | 9-10A TODAY SHOW 2 | 9A-10A | | :30 | | | NM | 1 | \$1,000.00 |
| | IP | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/01/12 | 10/07/12 | ---1--- | | | | 1 | \$1,000.00 | | | |
| N 6 | WNBC | 10/01/12 | 10/07/12 | 10A-11A M-F TODAY 3 | 10A-11A | | :30 | | | NM | 1 | \$700.00 |
| | IP | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/01/12 | 10/07/12 | 1----- | | | | 1 | \$700.00 | | | |
| N 7 | WNBC | 10/01/12 | 10/07/12 | 4-5P M-F ELLEN | 4-5P | | :30 | | | NM | 2 | \$2,000.00 |
| | IP | | | | | | | | | | | |

(* Line Transactions: N = New, E = Edited, D = Deleted)

FOR NBC & TELEMUNDO STATION CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II, which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBC/Telemundo may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



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| <u>Contract / Revision</u> 332418 / | | <u>Alt Order #</u> |
| <u>Contract Dates</u> 10/01/12 - 10/07/12 | <u>Product</u> NEW YORK OCT1-OCT | <u>Estimate #</u> 11695 |
| <u>Advertiser</u> GILLIBRAND FOR SENA1 | | <u>Original Date / Revision</u> 08/28/12 / 08/29/12 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/Week | Rate | Type | Spots | Amount |
|--------|------|-------------------|-----------------|--------------------------|----------------|------|--------|-------------------|-------------|------|-------|-------------|
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/01/12 | 10/07/12 | - 1 - 1 - - | | | | 2 | \$1,000.00 | | | |
| N 8 | WNBC | 10/01/12 | 10/07/12 | 5-6P M-F 5P NEWS | 5-6P | | :30 | | | NM | 3 | \$2,250.00 |
| IP | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/01/12 | 10/07/12 | 1- 1- 1- - | | | | 3 | \$750.00 | | | |
| N 9 | WNBC | 10/01/12 | 10/07/12 | 6-630P M-SU NEWS @ 6P | 6P-630P | | :30 | | | NM | 5 | \$5,000.00 |
| IP | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/01/12 | 10/07/12 | 11111- - | | | | 5 | \$1,000.00 | | | |
| N 10 | WNBC | 10/01/12 | 10/07/12 | 7-730P M-F EXTRA | 7-730P | | :30 | | | NM | 2 | \$4,000.00 |
| IP | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/01/12 | 10/07/12 | - 1- 1- - - | | | | 2 | \$2,000.00 | | | |
| N 11 | WNBC | 10/01/12 | 10/07/12 | 730-8P M-F ACCESS HLLY | 730P-8P | | :30 | | | NM | 2 | \$4,800.00 |
| IP | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/01/12 | 10/07/12 | - - 1- 1- - | | | | 2 | \$2,400.00 | | | |
| N 12 | WNBC | 10/01/12 | 10/07/12 | 8-10P MON THE VOICE | 8-10P | | :30 | | | NM | 1 | \$20,000.00 |
| IP | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/01/12 | 10/07/12 | 1- - - - - | | | | 1 | \$20,000.00 | | | |
| N 13 | WNBC | 10/01/12 | 10/07/12 | 10-11P DATELINE NBC | 10P-11P | | :30 | | | NM | 1 | \$7,500.00 |
| IP | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/01/12 | 10/07/12 | - - - - 1- - | | | | 1 | \$7,500.00 | | | |
| N 14 | WNBC | 10/01/12 | 10/07/12 | 11-1135P M-SU L NEWS 20C | 11P-1135P | | :30 | | | NM | 4 | \$16,000.00 |
| IP | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/01/12 | 10/07/12 | 11- 11- - | | | | 4 | \$4,000.00 | | | |
| N 15 | WNBC | 10/01/12 | 10/07/12 | 11-1135P M-SU L NEWS 20C | 11P-1135P | | :30 | | | NM | 1 | \$4,000.00 |
| IP | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/01/12 | 10/07/12 | - - - - - 1- | | | | 1 | \$4,000.00 | | | |
| N 16 | WNBC | 10/01/12 | 10/07/12 | 1235-135A M-F JIMMY FALL | 1235A-135A | | :30 | | | NM | 1 | \$700.00 |
| IP | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/01/12 | 10/07/12 | - - 1- - - - | | | | 1 | \$700.00 | | | |
| N 17 | WNBC | 10/01/12 | 10/07/12 | 1135P-1235A M-F TNGT SH | 1135P-1235A | | :30 | | | NM | 1 | \$1,400.00 |
| IP | | | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| Week: | | 10/01/12 | 10/07/12 | - 1- - - - - | | | | 1 | \$1,400.00 | | | |
| Totals | | | | | | | | | | | 42 | \$95,250.00 |

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| <u>Advertiser</u> GILLIBRAND FOR SENA1 | | <u>Original Date / Revision</u> 08/28/12 / 08/29/12 |

| Time Period | # of Spots | Gross Amount | Net Amount |
|---------------------|------------|--------------------|--------------------|
| 10/01/12 - 10/07/12 | 42 | \$95,250.00 | \$80,962.50 |
| Totals | 42 | \$95,250.00 | \$80,962.50 |

Signature: _____ **Date:** _____

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